

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

L.P., by and through her guardians,
J.P. and K.P., and J.P. and K.P.
individually,

Plaintiffs,

v.

WAKE COUNTY BOARD OF
EDUCATION et al.,

Defendants.

CASE NO. 5:20-cv-00481-BO

WAKE COUNTY BOARD OF
EDUCATION,

v.

L.P., a minor, by and through her
parent, Jocelyn Pease,

Defendants.

CASE NO. 5:22-cv-00312-BO

**ORDER GRANTING JOINT MOTION FOR
APPROVAL OF MINOR SETTLEMENT**

L.P., by and through her Guardian ad Litem, Drew Haywood, Jocelyn Pease and Kevin Pease, individually, and Wake County Board of Education and named Board employees¹ (“Board”) (collectively, “the Parties”), brought forth their Joint Motion for Approval of Minor Settlement. Having reviewed the Parties’ Joint Motion for Approval of Minor Settlement and the

¹ Individually named school employees include Cathy Moore, Karen Hamilton, Cam Lopes, Barbara Liggett, Mary Ellen Leach, Sharon Harrison, and Jeffrey Straight. For ease, all school employees and the Wake County Board of Education shall simply be referenced as “Board”).

Settlement Agreement, and having heard from the Parties at a hearing held on _____, 2023, in accordance with Local Civil Rule 17.1, this Court finds:

1. J.P., parent of L.P., and L.P., by and through her parents J.P. and K.P., filed actions in the North Carolina Office of Administrative Hearings and subsequently this Court, alleging that the Defendants are civilly liable to Plaintiffs for attorney's fees and educational reimbursements arising out of an administrative hearing and appeal in the Office of Administrative Hearings as well as damages to L.P. for alleged violations of federal and state laws;

2. The Board defended the actions in the North Carolina Office of Administrative Hearings and before a State Hearing Review Officer. The Board subsequently filed an original civil action in this Court challenging the entirety of the Review Officer's determination.

3. The Board has denied any liability for damages.

4. The Parties agreed the interests of all Parties, including the minor L. P. and her duly appointed Guardian Ad Litem, Drew Haywood, would be best served by resolution of this matter.

5. The Parties reached a settlement agreement, which was provided to and reviewed by the Court.

6. The Parties agree that the settlement reached is fair and reasonable, and in the best interests of the Parties, including L.P.

7. The Settlement Agreement includes certain considerations in exchange for a general release of liability against the Board and named school employees.

8. Specifically, as part of the Settlement Agreement, the Board and/or its insurers have agreed to pay the total sum of **forty-three thousand dollars (\$43,000.00)** to be paid to a trust established for the use and benefit of L.P., in complete settlement of the Action and other payments as outlined in the Joint Motion and the attached exhibit. Also as part of the Settlement Agreement

and as described in the Joint Motion, the Board and/or its insurers have agreed to reimburse Plaintiffs for their attorneys' fees incurred in the administrative and federal proceedings and to reimburse Plaintiffs for educational expenses incurred on behalf of the minor L.P.

9. The Court has conducted a hearing and now finds that the settlement is fair, reasonable, and in the best interests of the minor L.P.

Therefore, Plaintiffs may dismiss this matter.

THEREFORE, the Court Orders that the Settlement Agreement is APPROVED.

This the 2 day of Aug. 2023.


District Court Judge Presiding